

EXHIBIT 11

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

MICHAEL DONOGHUE and PREMIUM MORTGAGE
CORP.,

Plaintiffs,

Case No.: 6:20-CV-06100-EAW

-against-

CYNTHIA NOSTRO, DYLAN RANDALL, DAVID
POPHAM and EVERETT FINANCIAL, INC. d/b/a
SUPREME LENDING,

**PLAINTIFFS' INITIAL
DISCLOSURES PURSUANT
TO RULE 26(a)(1)**

Defendants.

Plaintiffs PREMIUM MORTGAGE CORPORATION ("PMC" or the "Company") and MICHAEL DONOGHUE ("Mr. Donoghue") (collectively "Plaintiffs"), by and through their attorneys Abrams, Fensterman, Fensterman, Eisman, Formato, Ferrara & Wolf, LLP, pursuant to Fed. R. Civ. P. 26(a)(1), for their initial discovery disclosures in this action, state as follows:

1. Pursuant to Fed. R. Civ. P. 26(a)(1)(A)(i), the following persons, upon information and belief, are likely to have discoverable information that Plaintiffs may use to support their claims:

- A. Plaintiff Michael Donoghue
President, Premium Mortgage Corporation
2541 Monroe Avenue
Rochester, New York 14618
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Direct: (585) 363-7035
Mobile: (585) 233-8080
Fax: (585) 456-1120
Email: mdonoghue@premiummortgage.com
- B. Alexia Barbarossa
Vice President, Operations Manager, Premium Mortgage Corporation
2541 Monroe Avenue
Rochester, New York 14618
Office: (585) 241-0000 x 110
Direct: (585) 363-7051

Email: alexia@premiummortgage.com

- C. Rita Zambito
Zambito Realtors, LLC
11228 Maple Ridge Road
Medina, NY 14103
Office: (585) 270-7755
- D. Darlene Williams
Buffalo Branch Manager, Premium Mortgage Corporation
4421 Transit Road
Buffalo, New York 14221
Office: (716) 633-0501 x 222
Direct: (716) 428-7017
Mobile: (716) 904-3556
Email: dwilliams@premiummortgage.com
- E. Brian LeBerth
Chief Information Officer, Premium Mortgage Corporation
2541 Monroe Avenue
Rochester, New York 14618
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Direct: (585) 363-7100
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- F. Beth Mooney
HR Director, Premium Mortgage Corporation
2541 Monroe Avenue
Rochester, New York 14618
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Direct: (585) 363-7104
Email: bmooney@premiummortgage.com
- G. Emma Kennedy
Email: emma@premiummortgage.com
- H. Jackie Ruotsi (former PMC employee)
Mortgage Loan Officer, Supreme Lending
5385 Main Street, Suite 1
Williamsville, New York 14221
Office: (716) 478-3282
Mobile: (716) 481-4605
- I. Susan Mailman (former PMC employee)
- J. Consumers who have utilized Defendant Supreme Lending as their mortgage banker

K. Cynthia Nostro
5385 Main Street, Suite 1
Williamsville, New York 14221

L. David Popham
5385 Main Street, Suite 1
Williamsville, New York 14221

M. Dylan Randall
5385 Main Street, Suite 1
Williamsville, New York 14221

N. Maria Lynne Hunter

O. Scott Everett

P. Entities who have purchased consumer loans from Supreme Lending.

2. Pursuant to Fed. R. Civ. P. 26(a)(1)(A)(ii), non-privileged documents, data compilations, and tangible things in Plaintiffs' possession, custody or control that, upon information and belief, may be used to support its claims include:

A. July 2018 Premium Mortgage Corporation Employee Handbook

B. March 2013 Premium Mortgage Corporation Employee Handbook

C. 2018 Premium Mortgage Corporation Employee Handbook Receipt
Acknowledgment signed by Cynthia Nostro on July 23, 2018

D. 2014 Premium Mortgage Corporation Employee Handbook Receipt
Acknowledgment signed by Cynthia Nostro on November 24, 2014

E. Offer of Employment Letter to Cynthia Nostro dated October 20, 2014 with Cynthia Nostro's signature dated November 19, 2014

F. 2018 Premium Mortgage Corporation Employee Handbook Receipt
Acknowledgment signed by Dylan Randall on August 1, 2018

G. Offer of Employment Letter to Dylan Randall dated September 2, 2016 with Dylan Randall's signature dated September 2, 2016

H. Premium Mortgage Corporation Confidentiality and Security Agreement

I. Outside Loan Originator Employment Agreement dated November 19, 2014 with

Cynthia Nostro's signature dated November 24, 2014

- J. Outside Loan Originator Employment Agreement dated January 1, 2014 with Jackie Ruotsi's signature dated January 6, 2014
- K. Outside Loan Originator Employment Agreement dated November 1, 2017 with Cynthia Nostro's signature dated November 1, 2017
- L. Outside Loan Originator Employment Agreement dated April 16, 2018 with Cynthia Nostro's signature dated April 16, 2018
- M. Outside Loan Originator Employment Agreement dated April 16, 2018 with Dylan Randall's signature dated April 16, 2018
- N. Marketing Account Statements for Cynthia Nostro dated January 2019 to August 2019
- O. Marketing Account Statements for Dylan Randall dated January 2019 to August 2019
- P. Outstanding Commissions Statement Spreadsheet for Cynthia Nostro dated April 2019 to August 2019
- Q. Outstanding Commissions Statement Spreadsheet for Dylan Randall dated April 2019 to July 2019
- R. 2018 W-2 for Cynthia Nostro
- S. 2019 W-2 for Cynthia Nostro
- T. 2018 W-2 for Dylan Randall
- U. 2019 W-2 for Dylan Randall
- V. Supreme Lending Loans and Credit Pull Data Spreadsheet dated May 2019 to January 2020
- W. Record of Deleted Data deleted by Cynthia Nostro
- X. Record of Deleted Data deleted by Dylan Randall
- Y. Paloalto Networks User Activity Report for Cynthia Nostro's activities on April 18, 2019 from 10am to 11am
- Z. Outbound emails of Cynthia Nostro from her PMC supplied email account during the dates April 23 to April 24, 2019

- AA. Outbound emails of Dylan Randall from his PMC supplied email account during the dates April 1 to April 25, 2019
- BB. Real Estate Seller Brochure with Cynthia Nostro representing PMC as a Loan Officer
- CC. Credit Pull Data Report Spreadsheet for Cynthia Nostro and Dylan Randall dated January 2019 to April 2019
- DD. Summary Report of PMC's credit report pulls for the month of March and April 2019
- EE. Certificate of conviction of Cynthia Nostro in Monroe County, New York dated December 16, 2019
- FF. Certificate of conviction of Dylan Randall in Monroe County, New York dated December 16, 2019
- GG. Anonymous envelope, letter and highlighted complaint, disseminated to Rita Zambito in Medina, New York, on or about October 9, 2019, relating to the lawsuit Nostro filed in Erie County Supreme Court in July 2019 (referred to as the "Retaliatory Lawsuit" in the Amended Complaint)
- HH. Cynthia Nostro v. Premium Mortgage Corporation and Michael Donoghue Complaint with Index #808851/2019 filed on July 18, 2020 (referred to as the "Retaliatory Lawsuit" in the Amended Complaint)
- II. Letter from Harvey Sanders to Michael Donoghue dated June 11, 2019 relating to the "Retaliatory Lawsuit" filed by Nostro
- JJ. Demand letter to Cynthia Nostro dated May 2, 2019
- KK. Demand letter to Dylan Randall dated May 2, 2019
- LL. Demand letter to Supreme Lending dated May 2, 2019
- MM. Public records relating to mortgages with Supreme Lending as the mortgage banker
- NN. Spreadsheet reflecting mortgages closed with Supreme Lending as the mortgage banker
- OO. Medical records of Cynthia Nostro
- PP. NMLS records relating to Supreme Lending's New York licenses

3. Pursuant to Fed. R. Civ. P. 26(a)(1)(A)(iii), Plaintiffs' damages for all causes of action, except for the two causes of action specifically against Defendant Dylan Randall for breach of contract and conversion, are an amount to be determined at trial but believed to be in excess of Ten Million and 00/100 Dollars (\$10,000,000.00). Plaintiff believes that some of its lost revenue from the actions of Defendants in relation to misappropriated clients is in the sum of \$500,191.00 to date, exclusive of interest, but the extent of additional damages is in the control of Defendants. Plaintiffs are also seeking punitive damages, attorney's fees, costs and expenses, and interest thereon. Plaintiffs' damages for the causes of action against Defendant Dylan Randall for breach of contract and conversion, are an amount to be determined at trial but believed to be the sum of at least \$20,635.26. Plaintiff has also been injured in the amount of wages paid to the individual Defendants during their period of disloyalty.

4. The disclosure required by Fed. R. Civ. P. 26(a)(1)(A)(iv) is not applicable to Plaintiffs.

NOTE: Plaintiffs reserve the right to supplement, amend, or correct these initial disclosures and any documents produced as part of these disclosures.

DATED: Rochester, New York
October 30, 2020

ABRAMS, FENSTERMAN, FENSTERMAN, EISMAN,
FORMATO, FERRARA, WOLF & CARONE, LLP

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CERTIFICATE OF SERVICE

I hereby certify that I caused to be served a true and correct copy of Plaintiffs' Initial Disclosures Pursuant to Rule 26(a)(1) to Defendants via First Class Mail, this 30 day of October, 2020, on:

Jeffrey L. Calabrese, Esq.
Anna S. M. McCarthy, Esq.
Daniel J. Altieri, Esq.
Attorneys for Individual Defendants

Steven E. Cole, Esq.
Jeremy M. Sher, Esq.
Jared K. Cook, Esq.
*Attorneys for Defendant Everett Financial, Inc.
d/b/a Supreme Lending*

I affirm that the foregoing statements are true, under penalty of perjury.



Maureen T. Bass